

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

GENERAL PARTS, INC.,

Plaintiff,

CASE NO. 8:09-CV-127

v.

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

GLENN A. CHRISTENSEN D/B/A BURT
COUNTY AUTO PARTS,

Defendant.

This matter comes before the Court based upon the agreement of the parties hereto and their respective counsel that, as requested by Plaintiff in this matter, a permanent injunction should issue from this Court to prevent the present and future infringing use of the Plaintiff's trademarks, all as agreed to herein by the parties as set forth hereinafter and for good cause shown.

General Parts, Inc. ("General Parts") filed a Complaint for Injunctive Relief and Damages in the District United States District Court for the District of Nebraska against Glenn Christensen d/b/a Burt County Auto Parts ("Christensen"), captioned *General Parts, Inc. v. Glenn A. Christensen d/b/a Burt County Auto Parts*, Case No. 8:09-cv-127, claiming that Christensen is in violation of federal trademark laws, federal unfair competition laws, the Nebraska Deceptive Trade Practices Act, the Nebraska Consumer Protection Act, and trademark common law as a result of his failure to remove CARQUEST® signage from his property following the termination of the Jobber Agreements entered into between General Parts and Christensen.

On or about June 11, 2009, the parties entered into a Settlement Agreement and Release. However, the parties disagreed as to whether the terms of the Settlement

Agreement and Release had been met, and the case was not dismissed. On September 4, 2009, Plaintiff filed an Amended Complaint for Injunctive Relief and Damages to further include requests for specific performance of the Settlement Agreement and Release, attorneys' fees pursuant to the Lanham Act, and a preliminary injunction. The Parties agree to the following entry of judgment to resolve the issues raised in this case.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Defendant Glenn Christensen d/b/a Burt County Auto Parts and his officers, employees, agents, successors and assigns and all other persons in active concert or participation with him are hereby permanently enjoined from utilizing the CARQUEST® logo in any manner that violates the Federal Lanham Act, 15 U.S.C. § 1114(1), the Nebraska Uniform Deceptive Trade Practices Act, NEB. REV. STAT. §§ 87-301 to 87-306 (Reissue 2008), the common law of the State of Nebraska; trademark dilution in violation of 15 U.S.C. § 1125(c); and deceptive and unfair acts in violation of the Nebraska Consumer Protection Act, NEB. REV. STAT. § 59-1602 (Reissue 2004). Defendant may retain and sell all CARQUEST® inventory which he may have in his possession.

2. Within 30 business days from the date of this order, Defendant shall permanently remove or completely cover the CARQUEST® logo which includes the shape of the shield on the pole sign in front of Burt County Auto Parts. Failure to timely and permanently remove or completely cover the CARQUEST® logos from the pole sign in front of Burt County Auto Parts will be considered a breach of this order. Should Christensen elect to cover the CARQUEST® logos rather than remove them, the covering will be done in a manner so as to completely disguise the shape of the

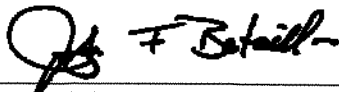
CARQUEST® logo which includes the shield, so that no portion of the CARQUEST® logo, is able to be viewed by the public, and so that there is no likelihood of consumer confusion. The raised shield of the CARQUEST® trademark shall not be visible in any way.

3. Should Christensen fail to timely abide by this Order, Christensen will be responsible for any and all costs and attorneys' fees incurred by Plaintiff in enforcing the terms of this Order.

4. Defendant shall not hold himself out as a CARQUEST® distributor or jobber.

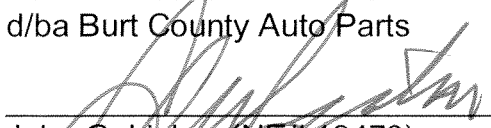
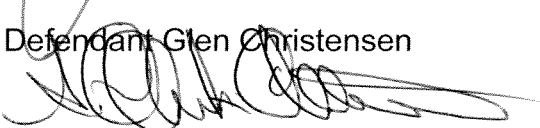
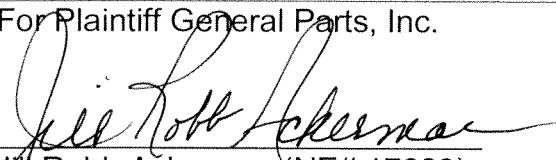
5. Each party will bear its own costs and attorneys fees relating to the litigation of this matter through the date of this order.

So ORDERED this 20th day of November, 2009.



United States District Judge

Agreed to by the parties as indicated by the signatures of counsel below and the Defendant Glen Christensen:

<p>For Defendant Glenn A. Christensen d/ba Burt County Auto Parts</p> <p></p> <p>John G. Liakos (NE# 12470) LIAKOS & MUTUKEWICZ, LLP 11516 Nicholas St. #201 Omaha, NE 68154-4409 Phone: 402.393.1400</p> <p>Defendant Glen Christensen</p> <p></p> <p>Glenn A. Christensen</p>	<p>For Plaintiff General Parts, Inc.</p> <p></p> <p>Jill Robb Ackerman (NE# 17623) Jennifer D. Tricker (NE# 23022) BAIRD HOLM LLP 1500 Woodmen Tower 1700 Farnam Street Omaha, NE 68102 Phone: 402.344.0500</p>
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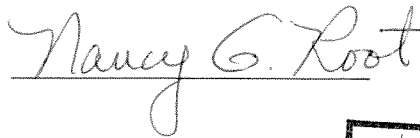
STATE OF NEBRASKA

COUNTY OF Douglas

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) ss.
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The foregoing instrument was acknowledged before me this 19 day of November, 2009 by Glenn A. Christensen.

My commission expires:



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